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18 Attorneys for Defendant
 19 GLIMMERGLASS NETWORKS, INC.

20
 21 UNITED STATES DISTRICT COURT
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 23 NORTHERN DISTRICT OF CALIFORNIA

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 25 TERILOGY CO., LTD.,
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 27 Plaintiff,
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 v.
 29
 GLIMMERGLASS NETWORKS, INC.,
 30
 Defendant.

31 Case No. 3:08-cv-03364 EMC

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 33 DEFENDANT'S ADMINISTRATIVE
 34 MOTION TO FILE UNDER SEAL
 35 EXHIBIT SUBMITTED FOR JUDICIAL
 36 NOTICE IN SUPPORT OF MOTION TO
 37 DISMISS

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 39 Complaint Filed: July 11, 2008
 40 Trial Date: None Set

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 42 Pursuant to Civil L.R. 7-11 and 79-5, Defendant Glimmerglass Networks, Inc.
 43 (“Glimmerglass”), hereby moves the Court for an order sealing an exhibit (“Territory Exhibit”)
 44 being submitted for Judicial Notice in support of Defendant’s Motion to Dismiss, filed
 45 concurrently herewith. The Territory Exhibit contains Glimmerglass’ highly confidential and
 46 proprietary business information which, if publicly disclosed, could subject Glimmerglass to
 47 competitive and commercial harm. Counsel for Glimmerglass has conferred with Mark Petersen,
 48

1 counsel for Terilogy, regarding this need to file under seal, and Mr. Petersen confirmed that
2 Terilogy will not oppose this motion. *See* Declaration of Mary E. Milionis in Support of Motion
3 to Seal ¶ 7.

4 Pursuant to Civil L.R. 79-5(b), the Territory Exhibit being lodged herewith is subject to
5 sealing because it contains confidential terms or provisions of the “Distributor Agreement
6 Between Glimmerglass and Terilogy,” entered into by the Parties. The Plaintiff had attached the
7 Distributor Agreement to the Complaint, and the Court subsequently Ordered that it be kept under
8 seal because of its commercially-sensitive nature and its express terms requiring preservation of
9 its confidentiality. *See* Docket No. 9. However, when Plaintiff filed its Complaint, Plaintiff
10 failed to attach a complete copy of that Distributor Agreement, omitting the Territory Exhibit
11 (which is Exhibit B to the Distributor Agreement). Although Plaintiff omitted to file the Territory
12 Exhibit with the Complaint, it is subject to the same confidentiality requirements as the
13 Distributor Agreement of which it is a part, and warrants similar protection from public
14 disclosure.

15 Consequently, Glimmerglass respectfully requests that the Court order that the Territory
16 Exhibit be placed under seal.

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18 Dated: August 22, 2008

FENWICK & WEST LLP

19 By: /s/ Mary E. Milionis
20 Mary E. Milionis

21 Attorneys for Defendant
22 GLIMMERGLASS NETWORKS, INC.
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